

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 06-015**

The City of Lincoln/Lancaster County intends to purchase and invites you to submit a sealed bid for:

**SCRAP TIRE RECYCLING SERVICES**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S/LANCASTER COUNTY'S  
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **January 11, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

**SPECIFICATIONS  
FOR  
SCRAP TIRE RECYCLING SERVICES**

**1. GENERAL**

- 1.1 The City owns 40 cubic yard open-top roll-off containers in which tires are stored at two (2) disposal facilities. The Contractor shall provide collection services at the two (2) disposal locations and transport the tires to the Contractor's place of business for processing and recycling of the scrap tires in accordance with these Specifications.
  - 1.1.1 Contractor may transport the scrap tires to the processing center in the City-owned roll-off containers or may transfer the tires from the roll-off containers to the Contractor's specialized collection equipment for transportation to the processing center.
    - 1.1.1.1 City owned roll-off boxes shall be returned to the disposal facility within 48 hours of servicing the box.
  - 1.1.2 Tires may be transferred by and through the end gate or with a grapple device over the top of the container.
- 1.2 The total estimated annual quantity of scrap tires from the two disposal facilities varies from year to year. In FY 02-03 there were a total of 79 tons of scrap tires collected. In FY 03-04 there was 143 tons of scrap tires collected. In FY 04-05 there was 67 tons of scrap tires.
  - 1.2.1 There is no guarantee of quantity.
- 1.3 The total estimated annual number of 40 cubic yard roll-off containers is 14.
- 1.4 The City receives car passenger, over the road and implement tires, large farm tires and heavy equipment tires at their disposal facilities.
- 1.5 The attached sample agreement serves as specifications, and describes the obligations of the Contractor.
- 1.6 A contractor may subcontract the collection or processing portion of this contract, however the City of Lincoln must approve the subcontractor.
- 1.7 A recycling services plan must be submitted with unit price bid for scrap tire recycling services. The plan shall include the following:
  - 1.7.1 Transportation equipment used to collect and transport scrap tires along with contractor requirements for loading, transferring or transporting scrap tires.
  - 1.7.2 Statement outlining approach to processing scrap tires and beneficial end-use for the scrap tires. This must include:
    - 1.7.2.1 Location that scrap tires will be transported to and processed.
    - 1.7.2.2 List of subcontractors, if any, and role in the recycling plan
    - 1.7.2.3 Explanation on how tires are sorted and processed.
    - 1.7.2.4 End use(s) for processed tires.
    - 1.7.2.5 Location(s) of end user(s) of processed tires.

- 1.7.3 Failure to submit the recycling services plan with unit price bid may result in disqualification of bid.
- 1.8 The Contractor shall submit a report to the City on status of processing and marketing of tires received from the City when requested by the City.
- 1.9 The City may give preference to contractors which recycle the scrap tire into a new, value added product, followed by energy recovery, civil engineering applications and mono-filling or land-filling.

## **2. COMPLIANCE WITH REGULATIONS**

- 2.1 The contractor shall collect, transport, store, process and utilize all scrap tires and scrap tire derived products in compliance with local, state and federal regulations.
- 2.2 Bidders must indicate if they, or any subcontractor, has received any notice of violation or litigation related to any violation from the Nebraska Department of Environmental Quality or other state or local regulatory agency regarding the transportation, storage, processing or end uses for scrap tires.
  - 2.2.1 Bidders must explain any notice of violation or litigation and dates associated with regulatory agency action.
  - 2.2.2 If the notice of violation or litigation has not been resolved, please explain the status of the notice of violation or litigation.
  - 2.2.3 If the notice of violation or litigation has been resolved, please explain how it was resolved.
- 2.3 Violations, litigation or pending litigation may be considered as the basis for rejection of the bid.

**CONTRACT AGREEMENT  
FOR  
SCRAP TIRE RECYCLING SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between \_\_\_\_\_, hereinafter referred to as CONTRACTOR and CITY OF LINCOLN, a body corporation and politic, hereinafter referred to as CITY.

WHEREAS, the CITY has responsibility for disposal and recycling of solid waste; and

WHEREAS, the Nebraska Department of Environmental Quality has enacted regulations prohibiting landfill disposal of scrap tires; and

WHEREAS, the CITY intends to procure services for the collection, transportation, processing and recycling of scrap tires from a competent and reliable provider in accordance with all applicable regulations.

WHEREAS, the CITY has developed specifications for the collection and processing of scrap tires and the CONTRACTOR agrees with the terms and conditions of the Instructions to Bidders and Specifications, which are considered to be part of this agreement, and

WHEREAS, the CONTRACTOR was selected to perform the services outlined in the Instructions to Bidders and Specifications.

NOW, THEREFORE, WITNESSETH that:

1. The Contractor hereby agrees to perform the described services as hereinafter set forth during a period of one year following the date of this Contract Agreement for the following contract prices:

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
1.	Price for providing collection, transportation and processing services.	Ton	\$_____

2. The term of this agreement shall be for one year with the option to renew the terms of the contract on an annual basis for up to two years at the same contract prices.
3. It is the express interest of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.
4. The Contractor and its agents agree to indemnify and hold harmless and defend the City of Lincoln, and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.

5. The Contractor or its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
6. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all Owners contracts which is hereby made a part of this Contract.
7. Mr. Gene Hanlon, Recycling Coordinator (phone no. 402/441-7043) or his designated representative, is the City's agent responsible for the administration of this agreement.
8. **WORK REQUIREMENTS**
  - 8.1 The Contractor shall accept all car passenger tires, over the road truck tires, large farm tractor tires, and heavy equipment tires for recycling purposes.
    - 8.1.1. This includes tires on rims and concrete filled tires.
  - 8.2 The Contractor shall provide collection of scrap tires at the City's locations and transportation of materials to the Contractor's processing center.
    - 8.2.1 The City locations are the North 48th Street Solid Waste Transfer Station located at 5101 North 48th Street and the Bluff Road Landfill located at 6001 Bluff Road.
    - 8.2.2 The Contractor shall utilize City-owned open-top roll-off containers or transfer the tires from said containers to contractor provided transportation vehicle.
    - 8.2.3 The contractor shall provide collection services within 48 hours when requested to transport the full containers of tires or establish a regular schedule to collect tires which eliminates the need for the City to store tires on the ground next to collection containers.
      - 8.2.3.1 The contractor shall remove all tires at each collection service trip.
  - 8.3 During the term of the agreement additional City sites may be added to collect tires at the same rate through mutual agreement with the Contractor.
  - 8.4 The Contractor shall collect, transport, process and utilize all scrap tires and scrap tire derived products in accordance with applicable Nebraska Department Environmental Quality or other regulatory agency rules and regulations for scrap tire recycling.
    - 8.4.1 During the term of the contract, the Contractor shall inform the City of any Notice of Violation (NOV) or litigation it receives from the Nebraska Department of Environmental Quality or other regulatory agency regarding the transportation, storing, handling, processing or utilization of scrap tires.
    - 8.4.2 The Contractor shall also provide information regarding their response to the Notice of the Violation or litigation and the current status of the NOV or litigation.
    - 8.4.3 Notice of Violation or pending litigation may serve as the basis for termination of the contract.
  - 8.5 The Contractor shall weigh their collection vehicle at the City-owned scales at the disposal facilities to determine the net weight of the scrap tires obtained.

8.5.1 Billings for collection and processing services shall be based on this net weight.

8.6 The Contractor shall accurately complete an invoice to the City indicating the total tons of scrap tires collected and processed, estimated number of tires and the cost per tire charge for collection services and processing services.

8.7 Title of ownership to all scrap tires shall pass to the Contractor upon pick up at the City's locations.

8.8 The Contractor shall provide a to the City on the disposition of tires received from the City of Lincoln upon request by the City. Said report shall contain:

8.8.1 How tires received from the City were sorted and processed.

8.8.2 The annual cumulative number of tires stored on site awaiting processing.

8.8.3 The annual cumulative number of tires processed but awaiting to be utilized by end-user.

8.8.4 The annual cumulative number of tires processed and end use tires were utilized for.

8.8.5 Identify any changes to the recycling services plan that were submitted to the City regarding procedures for the collection, processing and end-uses for scrap tires received from the City.

8.9 Storage of transfer trailers or the processing of scrap tires shall not be allowed at the City's facilities.

## 9. CITY'S RESPONSIBILITIES

9.1 During the term of the contract, the City shall agree to send all scrap tires received at the disposal facilities to the Contractor.

9.2 The City shall be responsible for loading 40 cubic yard open-top roll-off containers with scrap tires.

9.2.1 The City shall loose-load the containers with no requirements for stacking or placing materials in the containers for purposes of obtaining maximum weight loads

9.2.2 The City shall notify the Contractor when a full load is available for pick up.

9.2.3 The City and Contractor may agree on a regular schedule of service in lieu of on-call services.

8.1.2.1 There shall be a minimum of once per month service schedule for the collection of scrap tires.

9.3 The City will not provide separation of scrap tires from wheel rims or concrete filled tires.

9.4 The City shall provide notice of the Contractor's business to customers using the City's locations.

## 10. BASIS OF PAYMENT

10.1 Payment shall be based on cost per ton basis. This cost per ton fee shall apply to all types of scrap tire collected by the City.

- 10.2 The Contractor shall submit invoices to the Solid Waste Operations Division located at 2400 Theresa Street, Lincoln, NE, 68521.
- 10.3 Invoices shall specify the following information: 1) Date scrap tires were transported, 2) Total tons of scrap tires collected, 3) estimated number of car passenger tire equivalents (100 car passenger tires per ton), 4) unit price, 5) unit price description, and 6) extended total price.

11. TERMINATION

- 11.1 The City reserves the right to inspect the Contractor's processing operation and may terminate this agreement for improper storage or handling of scrap tires.
- 11.2 The City may terminate this agreement in the event that the Contractor does not secure viable commitments to utilize their end product.
- 11.3 The City may terminate this agreement in the event that the State of Nebraska ends the landfill disposal of scrap tires and allows whole tires to be disposed of in sanitary landfills.
- 11.4 This agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.
12. This Contractor may not assign this agreement to another party without prior written approval by the City.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

EXECUTION BY CONTRACTOR

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By: (print name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Telephone Number

**PROPOSAL  
SPECIFICATION NO. 06-015**

**BID OPENING TIME: 12:00 Noon  
DATE: January 11, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to provide to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below. In addition to this sheet, bidders should attach a recycling services plan and description of any Notice of Violation received identified in the specifications.

**SCRAP TIRE  
RECYCLING SERVICES**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Price for providing collection, transportation and processing services.	80	Ton	\$_____	\$_____

\_\_\_\_\_ Dollars  
(Write out in words the total amount of base bid)

Affirmative Action Program: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidders' equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**NOTE:**

**RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:**

**SEALED BID FOR SPECIFICATION NO. 06-015**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Street Address or PO Box

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** A Letter of Intent will be listed on the website when a recommendation is received from the Department.



# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### PURCHASING DIVISION

#### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

#### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### **3. BIDDER'S REPRESENTATION**

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### **4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

#### **5. ADDENDA**

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

#### **6. ANTI-LOBBYING PROVISION**

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

#### **7. BRAND NAMES**

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

#### **8. DEMONSTRATIONS/SAMPLES**

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

#### **9. DELIVERY (Non-Construction)**

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **10. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 10.1.1 Manufacturer's warranties and/or guarantees.
  - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

## **11. ACCEPTANCE OF MATERIAL**

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
  - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **12. BID EVALUATION AND AWARD**

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

## **13. INDEMNIFICATION**

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **14. TERMS OF PAYMENT**

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **15. LAWS**

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

## **16. AFFIRMATIVE ACTION**

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## **17. LIVING WAGE**

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

## **18. EXECUTION OF AGREEMENT**

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
  - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
  - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
  - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
    - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
    - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

# **SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS**

## **CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **two** (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

### **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  5. Approved price changes are not applicable to orders already issued and in process at time of price change.
  6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

### **4. CONTRACT AWARD NOTIFICATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

### **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department

### **6. TERMINATION OF CONTRACT**

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.